

# EXHIBIT "A"

BLUECROSS BLUESHIELD OF THE ROCHESTER AREA  
(BCBSRA)  
Level Premium Agreement

The premium rate we quote to you each year will remain fixed and unchanged from January through December of each year (the Rating Period).

Premium rates for **HMO** coverage are subject to prior approval by the Superintendent of Insurance of New York State. The premium rate we quote to you reflects the presently prevailing premium rate, as well as projected increases in the premium rate which we have applied for, or which we expect to apply for, and which we expect will take effect within the Rating Period. The total amount of premium payment made during the Rating Period using the premium rate we quote to you will be referred to as the fixed premium payments (FPP).

Prior to the end of each Rating Period, the fixed premium payments will be compared against the premium rates which actually prevailed during that Rating Period, as they were approved by the Superintendent of Insurance. The total amount of premium payments which would have been made during the Rating Period, if the prevailing rates had been in effect, will be referred to as the prevailing premium payments (PPP).

The difference between the fixed premium payments and the prevailing premium payments will be referred to as the Rate Variance. The amount of the Rate Variance (expressed as a dollar amount) will be applied to increase or decrease the rate quote for the following year in an amount determined by BCBSRA provided, however, that the adjustment shall not increase or decrease the rate quote for the following year by more than ten percent (10%). In the event the adjustment required exceeds 10%, then the portion of the Rate Variance which exceeds the 10% limitation shall be paid in cash, after first offsetting the amount against other monies due. The cash shall be paid by BCBSRA in the event the fixed premium payments exceed the prevailing premium payments (a positive balance), or paid by the group in the event the prevailing premium payments exceed the fixed premium payments (a negative balance).

In the event this Agreement is terminated or if, for any reason, the rate adjustment described above does not occur, then the Rate Variance shall be paid in cash, after first offsetting the amount against other monies due. The Rate Variance shall be paid by BCBSRA in the event the fixed premium payments exceed the prevailing premium payments (a positive balance), or paid by the group in the event the prevailing premium payments exceed the fixed premium payments (a negative balance).

**BLUECROSS BLUESHIELD  
OF THE ROCHESTER AREA**

Thomas E. Nightingale

Print Name



Signature

Chief Actuary/VP

Title

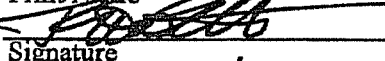
9/15/2003

Date

**DELPHI CORPORATION**

Thomas Smith

Print Name



Signature

DIRECTOR, HEALTH CARE

Title

16160-001

Group Number

10/27/03

Date